## <u>Summary of proposed MSC Contract Changes – Sept, 2015:</u>

#### Section 3: Definitions.

**Add** definition: RESOURCE SHARING GROUPS—Consists of MSC member libraries that have agreed to share their collections and users with other members of the same group. Current group descriptions and member libraries are posted on the MSL website:

http://libraries.msl.mt.gov/Home/statewide projects/montana shared catalog/sharing groups

### Section 6: Termination: Change from:

• A Member Library may terminate its Contract by providing written notice to the MSC Executive Committee at least six months prior to the end of the fiscal year.

See also: This Contract - Section # 11 Termination Costs, below. For Grievance procedures see MSC By-Laws #9 posted on the MSL website: http://www.msl.mt.gov/For\_Librarians/Montana\_Shared\_Catalog/Members/default.asp **To:** 

- A Member Library may terminate its Contract by providing written notice to the MSC Executive Board at least six months prior to the end of the current fiscal year.
- A Member Library of a Resource Sharing Group that is withdrawing from that group but maintains membership in the MSC, shall provide written notice to the current chairperson of the sharing group, of that library's intent to withdraw from the group at least 60 days prior to the effective date of their withdrawal.

See also: This Contract – Section # 11 Termination Costs, below.

For Grievance procedures see MSC By-Laws #9 posted on the MSL website:

http://msl.mt.gov/Statewide\_Projects/Montana\_Shared\_Catalog/For\_Members/default.asp

# **Section 10. Shared Costs:**

3<sup>rd</sup> bullet: change "Authority control or records;" to "Authority control, bibliographic record maintenance."
4<sup>th</sup> bullet: change "Content such as e-Library, Syndetics or other third-party licensed items;" to "Content and discovery tools, mobile applications, or other third-party licensed items;"

### **Section 11. Termination Costs. Change from:**

Should a Member Library withdraw from the MSC, according to the terms of this Contract, the Member Library's bibliographic, user, serial and acquisition records shall be provided to that Member Library in a standard machine-readable form. It is understood that upon withdrawal the withdrawing Member Library shall cease to receive services through the MSC. Services shall terminate at the end of the fiscal year. All costs resulting from the withdrawal of a Member Library shall be the sole responsibility of the withdrawing Member Library. These costs may include staff costs, vendor fees, any special hardware, software and electronic media required to complete the withdrawal process and any and all other costs to the MSC resulting from the Member Library's request to withdraw.

#### To:

- MSC Membership: Should a Member Library withdraw from the MSC, according to the terms of this Contract, the Member Library's bibliographic, user, serial and acquisition records shall be provided to that Member Library in a standard machine-readable form.
  - It is understood that upon withdrawal the withdrawing Member Library shall cease to receive services through the MSC. Services shall terminate at the end of the fiscal year. All costs resulting from the withdrawal of a Member Library shall be the sole responsibility of the withdrawing Member Library. These costs may include vendor fees and any special hardware, software and electronic media required to complete the withdrawal process and any and all other costs to the MSC resulting from the Member Library's request to withdraw.
- MSC Resource Sharing Group Membership: Should a Member Library that participates in a Resource Sharing Group withdraw from the group, according to the terms of this contract, the Member Library shall reimburse the MSC for the administrative costs incurred by the withdrawal process.

## Section 15: Bibliographic, Item, Patron, Circulation & Authority

**Change**: MSC Member Libraries will be responsible for inputting bibliographic records from databases that meet acknowledged bibliographic standards, e.g., OCLC<del>, MARCIVE,</del> etc.

**To**: MSC Member Libraries will be responsible for inputting bibliographic records from databases that meet acknowledged bibliographic standards, e.g., OCLC, etc. In order to input vendor-supplied records, MSC Member Libraries agree to notify and work in conjunction with System Administrators to ensure record quality.

(note: MARCIVE was removed from the Definitions section with the previous contract modification)

### **Section 18. System Administrator Duties.** Change second sentence from:

The System Administrator(s) are responsible for determining overall system operations, backing up, maintaining, providing security for the system and as intermediary with the Vendor.

#### To:

The System Administrator(s) are responsible for determining overall system operations, upgrades, maintenance, data back-up, system security and intermediary with the Vendor. This responsibility is granted within the scope of the approved budget. Any costs outside the approved budget must be approved by the MSC Executive Board.

# Section 20. Member Library Responsibilities

11<sup>th</sup> bullet - change from: "Participate in modifications, upgrades and new services" to read:

"Participate in evaluating system software modifications, upgrades and enhancements;"

#### Add bullets 14 and 15:

- Monitor the appropriate email lists provided by the MSC discussion groups to keep abreast of system activity or announcements.
- Quickly report MSC system operational problems to the System Administrators via online help desk, phone or email.